

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN (Grand Rapids)**

In re:	Chapter 13 No. 15-06706-swd
Ernesto Leon Bellechasses	
fdba Ernesto Bellechasses - Mowing	Hon. Scott W. Dales
Services	
Debtor.	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND ENTRY OF
ORDER WAIVING THE PROVISION OF FRBP 4001(A)(3)**

NOW COMES U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by and through its attorneys, Trott Law, P.C., and shows unto this Honorable Court as follows:

1. That Movant is a holder of a mortgage on property owned by the Debtor and located at 10134 Augusta Valley Ct SE, Ada, MI 49301 (see attached copy of loan document(s);
2. That the Debtor filed Chapter 13 Bankruptcy on December 11, 2015;
3. That the case was confirmed and an Order Confirming Plan was entered with this Court on April 27, 2016;
4. That pursuant to 11 U.S.C. § 362(d)(1), upon the request of any party in interest, the court shall grant relief from stay for cause, including lack of adequate protection of such party in interest. Cause may also include failure of the debtor to comply with obligations under 11 U.S.C. § 521(a)(2);
5. That pursuant to the terms of the Chapter 13 Plan as confirmed, the Debtor is required to remit monthly payments directly to Movant currently in the amount of \$1,816.47;
6. That Trott Law, P.C. has been informed by Movant that, the Debtor has failed to remit the required payments;

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7. That Movant is not adequately protected as the direct payments are not being remitted and the loan is currently three (3) months in default, due and owing for August 1, 2019;

8. That the Debtor has failed to comply with the terms of the Chapter 13 Plan as required by the Order Confirming Plan;

9. That the approximate market value of the subject property is \$186,000.00, according to Schedules A/B and D;

10. Trott law, P.C. has been informed by Movant that pursuant to payoff figures as of October 30, 2019, the outstanding amount of the obligation is approximately \$146,304.75;

11. Movant is also entitled to Movant's attorney fees and costs for filing this motion;

12. That no other party has an interest in the subject property to the knowledge and belief of Movant;

13. That no other creditor will receive any benefit from the sale of the subject property;

14. Movant requests termination of the automatic stay of 11 U.S.C. § 362(a) to allow Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and/or obtain possession of the property.

15. That in the event the automatic stay is terminated to allow Creditor to commence or continue its federal and/or state law rights as to the property, and Creditor deems the property is physically abandoned by the debtor(s)/homeowner(s), or by consent of the debtor(s)/homeowner(s), Creditor may also seek to shorten the Michigan post foreclosure statutory redemption period. A Chapter 7 Trustee may have the same rights and defenses as the Debtor(s) should Creditor seek to shorten the redemption period.

16. That Movant and/or its successors and assigns further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement, deed in lieu of foreclosure/short sale, or other loss mitigation solution. That Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

17. That pursuant to Local Bankruptcy Rule 9013(c)(1)(B), attached is a copy of the proposed ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND WAIVING THE PROVISION OF FRBP 4001(a)(3) labeled as Exhibit "1";

WHEREFORE, Movant respectfully requests that the Court enter an ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND WAIVING THE PROVISION OF FRBP 4001(a)(3) for good cause shown pursuant to 11 U.S.C. §362(d)(1) and/or (d)(2), and that the Order is effective immediately upon entry by this Court notwithstanding the provision of FRBP 4001(a)(3); and whatever other relief the Court deems just and equitable.

Respectfully Submitted,
Trott Law, P.C.

Dated: October 31, 2019

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/s/ Shawn C Drummond

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EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN (Grand Rapids)**

In re:
Ernesto Leon Bellechasses
fdba Ernesto Bellechasses - Mowing Services
Debtor.

Chapter 13 No. 15-06706-swd
Hon. Scott W. Dales

**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND WAIVING THE PROVISION
OF FRBP 4001(a)(3)**

Movant, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by and through its attorneys, Trott Law, P.C., having filed a Motion For Relief From The Automatic Stay with respect to the property located at 10134 Augusta Valley Ct SE, Ada, MI 49301; and the approximate market value of the property is \$186,000.00 according to Schedules A/B and D; and as of October 30, 2019, the outstanding amount of the obligation is approximately \$146,304.75. Movant is also entitled to Movant's Attorney fees and costs for filing this Motion; and any surplus on the sale of this property shall be distributed pursuant to applicable state law and procedures; and any deficiency on the sale of this property shall be treated as an unsecured debt; and the Court being in receipt of the Motion, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED that the Automatic Stay is hereby terminated as to Movant with respect to the property located at 10134 Augusta Valley Ct SE, Ada, MI 49301 to allow Creditor to commence or continue its federal and/or state law rights to the property. In the event Creditor deems the property is physically abandoned by the debtor(s)/homeowner(s), or by consent of the debtor(s)/homeowner(s), Creditor may also seek to shorten the Michigan post foreclosure statutory redemption period. A Chapter 7 Trustee may have the same rights and defenses as Debtor(s) should Creditor seek to shorten the redemption period. Movant and/or its successors and assigns may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement, deed in lieu of foreclosure/short sale or other loss mitigation solution. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement. This Order is effective immediately upon entry by this Court notwithstanding the provision of FRBP 4001(a)(3). This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

END OF ORDER